



CSP BPA FORM

City of St. Petersburg  
**BLANKET PURCHASE AGREEMENT**

PURCHASE ORDER NO	REVISION	DATE
<b>184023</b>	<b>3</b>	<b>17-JUL-2018</b>

This Purchase Order No must appear on all invoices, packing lists and correspondence related to this order.

<b>SHIP TO:</b>
Requesting Department Saint Petersburg, FL 33701 United States

<b>VENDOR:</b>	<b>VENDOR NO: 123512</b>
Palmdale Oil Company Inc 2701 E Louisiana Ave Tampa , FL 33610	

<b>BILL TO:</b>
FINANCE DEPARTMENT ACCOUNTS PAYABLE CITY OF ST PETERSBURG PO BOX 1257 Saint Petersburg, FL 33731 United States

**Description:** Oils & Lubricants  
**Effective:** 01-AUG-2015  
**End Date:** 31-JUL-2020  
**Buyer/Phone:** Adam Williams / 727-551-3186  
**Email:** adam.williams@stpete.org  
**Vendor/Phone:** Lachlan Cheatham / (813) 236-5591  
**Ship Via:** Best Way  
**Freight Terms:** Prepaid  
**Terms:** NET 30  
**FOB:** FOB Destination  
**Agreed Amount:** \$1,330,365.00

**Supplier Notes:** Renewal of BPA. With current pricing list.

LINE	DESCRIPTION	UOM	UNIT PRICE
1	Oil, Motor, synthetic blend, 5W20, 1 GAL, Bulk Delivery. Smitty Super S Multi-Flo S/B 5W20 GF-5/SN	GALLON	4.83
4	Oil, Motor, synthetic blend, 5W30. Citgo Supergard, Bulk Delivery. Smitty Super S Mulfi-flo 5W30 S/B GF-5/SN	GALLON	4.83
9	Oil, Motor, 10W30, 5 GAL. Smitty Super S S/B 10W30 GF-5/SN	PAIL	33.15
10	Oil, Motor, SAE15W40, Bulk Delivery. Total TIR 7900 15W40 CJ-4/SM	GALLON	6.47
11	Oil, Engine, SAE 15W40, CJ-4, TBN 8 minimum, 1% or less sulfated ash, 55 GAL. Total TIR 7900 15W40 CJ-4/SM	DRUM	399.75
12	Oil, Engine, diesel, 15W40, 55 GAL. Total Rubia TIR 15W40 CJ-4 /SM	DRUM	399.75

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LINE	DESCRIPTION	UOM	UNIT PRICE
13	Oil, Engine, diesel, 15W40, 5 GAL. Total Rubia TIR 15W40 CJ-4 /SM	PAIL	41.10
15	Oil, Motor, heavy duty, SAE 40W, ISO 150, Bulk Delivery. Total Rubia S 40WT	GALLON	6.78
16	Oil, Motor, heavy duty, SAE 40W, ISO 150, 55 GAL. Total Rubia S 40WT	DRUM	417.90
17	Oil, Tractor hydraulic fluid, Bulk Delivery. Total Dynatrans MP Tractor HYD	GALLON	6.18
19	Oil, Tractor hydraulic fluid, 5 GAL. Total Dynatrans MP Tractor HYD	PAIL	39.15
20	Oil, Hydraulic, ISO Viscosity VG 46/HLP, 5 GAL. Smitty HVI AW 46 5000 HRS	PAIL	28.45
22	Oil, Hydraulic, ISO 32, equal to #10 hydraulic oil, 5 GAL. Smitty HVI AW 32 5000 HRS	PAIL	28.45
24	Oil, Hydraulic Fluid, ISO 46, 55 GAL. Smitty HVI 46 5000 HRS	DRUM	289.75
27	Oil, Hydraulic, T SAE AW 68, ISO 68, Bulk Delivery. Smitty HVI AW 68	GALLON	4.45
29	Oil, Hydraulic, T SAE AW 68, ISO 68, 5 GAL. Smitty HVI AW 68	PAIL	28.45
30	Oil, Hydraulic, ISO 100, 5 GAL. Total Azolla ZS AW 100	PAIL	59.62
32	Fluid, Transmission, automatic, multi-purpose, Bulk Delivery. Smitty Super S H 111 ATF	GALLON	4.78
35	Fluid, Transmission, automatic. Smitty Super SYN ATF	QUART	2.32
36	Fluid, Transmission, automatic, Bulk Delivery. Smitty Super SYN Universal ATF	GALLON	8.10
38	Oil, Transmission, synthetic, 5 GAL. Allison TES 295 approved products only. BP Autran SYN TES 295	PAIL	168.75
39	Oil, Transmission, synthetic, 55 GAL. Allison TES 295 approved products only. BP Autran SYN TES 295	DRUM	1,660.35

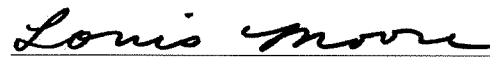
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LINE	DESCRIPTION	UOM	UNIT PRICE
40	Oil, Gear, EP 100, AGMA #3, ISO 100, 5 GAL. Total Carter EP 100	PAIL	58.70
41	Oil, Gear, EP 150, AGMA #4, ISO 150, 5 GAL. Total Carter EP 150	PAIL	58.70
42	Oil, Gear, EP 220, AGMA #5, ISO 220, 5 GAL. Total Carter EP 220	PAIL	58.70
43	Oil, Gear, EP 320, AGMA #6, ISO 320, 5 GAL. Total Carter EP 320	PAIL	58.70
44	Lubricant, Gear, Multi-Purpose, AGMA #7 ISO 460, 5 GAL. Total Carter EP 460	PAIL	62.55
45	Lubricant, Gear, Multi-Purpose, AGMA #8 ISO 680, 5 GAL. Total Carter EP 680	PAIL	67.85
47	Gear Lube, 85W140, 16 GAL. Smitty 85W 140 GL-5	KEG	177.76
48	Gear Lube, 85W140, 5 GAL. Smitty 85W 140 GL-5	PAIL	46.75
49	Gear Lube, 80W90, 5 GAL. Total MP 80W90 gear oil	PAIL	69.75
50	Grease, Molly, E-0, 14 OZ. Total Multis Complex HV Moly	TUBE	2.51
51	Grease, multi-purpose, JT-6, #2 viscosity, 55 GAL. Mystik JT-6 MP Hi Temp	DRUM	1,185.60
52	Grease, multi-purpose, JT-6, #2 viscosity, 16 GAL. Mystik JT-6 MP Hi Temp	KEG	387.84
53	Grease, multi-purpose, JT-6, #2 viscosity, 5 GAL. Mystik JT-6 MP Hi Temp	PAIL	104.06
54	Grease, multi-purpose, JT-6, #2 viscosity, 14 OZ. Mystik JT-6 MP Hi Temp	TUBE	2.70
55	Grease, multi-purpose, JT-6, #1 viscosity, 14 OZ. Mystik JT-6 MP Hi Temp	TUBE	2.70
58	Oil, Machine, mineral based, R & O 68, 5 GAL. Total Cirkan R & O 68	PAIL	49.75
59	Oil, Machine, mineral based, R & O 100, ISO 100, 5 GAL. Total Cirkan R & O 100	PAIL	49.75

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LINE	DESCRIPTION	UOM	UNIT PRICE
60	Oil, Machine, mineral based, R & O 220, 5 GAL. Total Cirkan R & O 220	PAIL	49.75
61	Oil, Machine, mineral based, R & O 150, 5 GAL. Total Cirkan R & O 150	PAIL	49.75
62	Oil, Machine, mineral based, R & O 220, 5 GAL. Total Cirkan R & O 220	PAIL	49.75
63	Oil, Food Grade ISO VG 200, 5 GAL. Citgo Clarion White, Fina Vestan 210 White Mineral Oil	PAIL	69.25
65	Gear Lube, Synthetic, 80W140. Smitty SYN Plus 80W140 GL-5	KEG	388.52
69	Gear Lube, SAE 80/90, 32 OZ Squeeze Bottle. Smitty Super 80W90 GL-5	BOTTLE	3.10
70	Oil, synolan diester compressor, synthetic, ISO 100, 5 gallon pail. Fina 42100	PAIL	144.00
71	Grease, Lithium Complex, red, 55 GAL. Total Multis Complex ET#2	DRUM	888.89
72	Oil, Motor, 10W, 55 GAL. Total Rubia S 10W	DRUM	633.26
73	Oil, Motor, 15-40W, low ash CNG, 55 GAL. Total Rubia 15W40	DRUM	700.49
74	Fluid, Transmission, 10W, 55 GAL. Total Dynatrans AC 10W.	DRUM	815.07
75	Oil, Motor, HD 40, heavy duty, 1 GAL, bulk delivery. Amalie HD 40	GALLON	5.54

State Sales Tax Exemption Number 85-8012740154C-1  
Federal Employer ID Number 59-6000424

  
Procurement Director

## City of St. Petersburg Blanket Purchase Agreement 184023

### **Acceptance and Acknowledgement:**

Please log in to the iSupplier Portal and acknowledge acceptance of the terms and conditions of this agreement and all change notices.

Once logged in, follow the steps outlined below to acknowledge this purchase order:

1. Click on 'Orders' tab
2. Select 'Purchase Orders to Acknowledge' from the View Menu
3. Select the specific purchase order
4. Click the 'Acknowledge' button
5. Select 'Accept Entire Order'
6. On next screen, click 'Submit'

If login information is unknown or difficulties are experienced please contact [Registration@stpete.org](mailto:Registration@stpete.org) for assistance.

Blanket Purchase Agreement Do Not Ship

**Contract Terms and Conditions**

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**City of St Petersburg Solicitation Documents**

**PART A: INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

**Bid - Instructions to Bidders, Supplies SEALED**

**Intent**

The instructions to bidders and general conditions described herein apply to transactions for material or supplies with an estimated aggregate cost of \$100,000 or more.

**Definitions**

**Bid:** The term bid means the offer of a price by the bidder.

**Bidder:** The term bidder means the offeror.

**City:** The term City means the City of St. Petersburg, Florida.

**Change Notice:** The term change notice means a written order signed by the Director of Procurement & Supply Management or an authorized representative directing the vendor to make changes to the Contract.

**Contract:** The term contract means the contract, purchase order or blanket purchase agreement resulting from the IFB and award to the successful bidder. The Contract shall include all documents whether attached or incorporated by reference, utilized for soliciting sealed bids.

**Invitation for Bids:** The term Invitation for Bids means a solicitation of formal sealed bids. The acronym "IFB" (or "RFQ" interchangeably) means Invitation for Bids. The IFB includes the Instructions to Bidders and General Conditions, purchase descriptions and/or specifications and may also include additional terms and conditions and all documents whether attached or incorporated by reference, utilized for soliciting sealed bids.

**Laws:** The term laws means current and future federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter of issue.

**Responsible Bidder:** The term responsible bidder means a bidder who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

**Responsive Bidder:** The term responsive bidder means a bidder who has submitted a bid which conforms in all material respects to the requirements set forth in the IFB.

**SBE:** A SBE (Small Business Enterprise) is defined by St. Petersburg City Code, Section 2-270(b) as an independently owned, operated and controlled business which is not dominant in its field of operation and is a provider of supplies, services or construction. The business must have been in operation for at least one (1) year and must serve a commercially useful function. The business must meet written criteria established by the POD and be certified pursuant to the SBE certification program.

**Supplies:** All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

**Preparation of Bids**

1. Bidders are expected to examine the specifications, drawings, and all special and general conditions. Failure to

do so will be at the bidder's risk.

2. Bids shall be submitted on the forms furnished or copies thereof. All bids must be submitted by an officer or employee having authority to bind the company or firm by his/her signature. If modifications or other changes appear on the forms, each modification or change must be clearly indicated by the person submitting the bid.
3. The unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of a discrepancy between the unit price and total price, the unit price will be presumed correct.
4. The bidder must state a definite time for delivery of supplies.
5. The bidder shall retain a copy of all bid documents for future reference.
6. All bids must be signed with the firm's name and by an officer or employee having authority to bind the company or firm by his/her signature.

#### **Explanations to Bidders**

7. Any explanation regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., requested orally or in writing by a bidder, must be requested in a minimum of three days prior to the bid opening unless otherwise specified by the City in writing for a reply to reach bidders before the submissions of their bids.
8. Explanations or instructions shall not materially alter the IFB unless they are in writing. Oral explanations or instructions given before the award of a contract will not be binding. If necessary, a written addendum to an IFB will be issued to all prospective bidders to clarify, correct or change the IFB.

#### **Bid Guarantee**

9. Where a bid guarantee is required by the IFB, failure to furnish a bid guarantee in the proper form and amount by the time set for opening bids shall be cause for rejection of the bid.
10. A bid guarantee shall be in the form of a bid bond, cash, postal money order, certified check, cashier's check, or irrevocable letter of credit. Bid guarantees, other than bid bonds, will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids, and (b) to the successful bidder upon full execution of the Contract and the City's receipt of all required certificates of insurance and bonds (including any necessary coinsurance or reinsurance agreements) as may be required by the Contract.
11. If the successful bidder, upon acceptance of his/her bid by the City within the period specified therein for acceptance, (90 days if no period is specified) fails to execute and/or fails to provide the City with all required certificates of insurance and the Contract bond(s) (including any necessary coinsurance or reinsurance agreements) within the time specified in the IFB (ten days if no period is specified), the award or Contract may be terminated. In such event the bidder shall be liable for any cost of the City procuring the work which exceeds the amount of the bidder's bid, and the bid guarantee shall be available toward offsetting such difference.

#### **Submission and Receipt of Bids**

12. Bids must be received at or before the specified time of opening as designated in the IFB. Bidders are welcome to attend; however, no award will be made at this time. A bid tabulation will be furnished upon request.
13. Bids shall be submitted online prior to the time and date specified. Hard copy bids are accepted at the Office of Procurement and Supply Management only with prior written approval of the Director of Procurement and Supply Management.
14. Facsimile or emailed bids will not be considered; in addition, bids may not be modified by facsimile or email



notice. Modifications to bids shall only be accepted online.

15. Modification of bids already submitted will be considered if received at the office designated in the IFB before the time set for opening of bids. All modifications must be submitted in online.

16. Samples of items, when required, must be submitted, within the time specified at no expense to the City. If not destroyed by testing, vendor(s) will be notified to retrieve samples, at their expense, within 30 days after notification. Failure to retrieve the samples within 30 days of notification will result in the samples becoming the property of the City.

17. Late bids shall be rejected.

18. All bid amounts shall be entered electronically in the pricing fields provided on the online bid form, as well as on the electronic spreadsheet provided with the IFB and uploaded with submission as applicable.

#### **Compliance**

19. Failure to comply with the IFB in full may be cause for rejection of bid.

#### **Acceptance of Offer**

20. The submitted bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted by the City upon full execution of the Contract.

#### **Firm Prices**

21. The bidder warrants that prices, terms, and conditions quoted in its bid will be firm for acceptance for a period of not less than 90 days from the bid opening date unless otherwise specified in the IFB. Such prices will remain firm for the period of performance of the Contract.

#### **Estimated Quantities**

22. When estimated quantities or usages are provided by the City in the IFB there is no guarantee made by the City that these quantities shall be purchased. The quantities shown are for the bidders' information only and the City shall be bound only for the actual quantities ordered.

#### **F.O.B. Destination**

23. Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. St. Petersburg, Florida, with all delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City.

#### **Cash Discounts**

24. When the City is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

**Mistakes in Bids**

25. Bids may be modified or withdrawn in the online application prior to the time and date set for bid opening. Correction or withdrawal of bids after bid opening because of an inadvertent non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid corrections or withdrawals by reason of a non-judgmental mistake are permissible but only to the extent they are not contrary to the interest of the City or the fair treatment of other bidders.

**Award**

26. The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB.

27. The City reserves the right to accept or reject any or all bids or parts of bids, waive informalities, and request rebids on the services in the IFB.

28. The City reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

**Method of Award Small Business Enterprise (SBE)**

29. The award will be made to the certified, responsible and responsive bidder(s) offering the lowest Evaluated Bid Price (EBP) for the total bid as defined below. The Evaluated Bid Price will be calculated based on the following scale using the following formula: Bid Price X Discount = EBP

The following scale will be used:

- 15% on low bids from \$0 - \$1,500
- 10% on low bids from 1,500 - 19,999
- 9% on low bids from 20,000 - 39,999
- 8% on low bids from 40,000 - 59,999
- 7% on low bids from 60,000 - 79,999
- 6% on low bids from 80,000 - 99,999
- 5% on low bids from 100,000 - 149,999
- 4% on low bids from 150,000 - 249,999
- 3% on low bids from 250,000 - 499,999
- 2% on low bids from 500,000 - 999,999
- 1% on low bids from 1,000,000 or more

For example, if 10 percent applied: Example: \$18,450 X .90 = \$16,425

This discount will be used for bid evaluation purposes only. To be considered as a SBE, bidders must be certified and complete the Form for Claiming Status as a Small Business Enterprise included with this solicitation and submit it with your response. The City will not discount bids submitted by businesses that are not certified and do not qualify as SBE in accordance with the City's definition and size standards. The EBPs for businesses which do not qualify as SBE shall be the same as the bid prices offered by those businesses. The EBP is being used for evaluation purposes only. Awarded price shall be the same as the bid price.

#### **Environmentally Preferable Purchasing**

30. It is the policy of the City of St. Petersburg to purchase recycled and environmentally preferable goods. This includes products that contain recycled material, reduce toxicity and pollution, conserve energy, conserve water and prevent waste. This policy will be carried out consistent with the City's obligations and purpose, and with an overall intent to obtain competitive prices to provide value to the taxpayers.

Vendors are encouraged to submit items in their bids that meet the City's Environmentally Preferable Purchasing ("EPP") program standards. When submitting EPP items for consideration, vendors must submit documentation that substantiates their claims. When evaluating submissions where two products are of equal fitness and quality, and the price of the EPP product is equal to or less than that of a non-EPP content product, the City will purchase the EPP product.

#### **Brand Names**

31. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is specified. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made.

#### **Variations of Specifications**

32. For purposes of bid evaluation, bidders must indicate any variances from bid specifications and/or conditions set forth herein or in the IFB, no matter how slight. If variations of these instructions are not stated in the bid, it will be assumed that the product or service fully complies with the City's specifications and that the bidder agrees to fully comply with these instructions and all conditions set forth in the IFB.

#### **Quality**

33. All materials used in the manufacture or construction of supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest make or model, of the best quality, and of the highest grade of workmanship.

#### **Acceptance of Supplies**

34. The supplies delivered under this bid shall remain the property of the seller until the City physically inspects the supplies and notifies the bidder in writing of the City's acceptance of the supplies. The supplies must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the supplies provided to the City are found by the City in its sole and absolute discretion to be defective or non-conforming with the specifications, the City reserves the right to cancel the order upon written notice to the bidder and return the supplies to the bidder at the bidder's expense.

#### **Timely Delivery**

35. Time will be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid form.

**Copyright or Patent Rights**

36. Bidders warrant that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and bidders agree to defend and hold the City harmless from any and all liability, loss, or expense (including but not limited to costs and attorneys' and experts' fees at trial and on appeal) occasioned by any such violation.

**Conflict of Interest**

37. Bidders, by acceptance of this order, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of St. Petersburg is financially interested, directly or indirectly, in the purchase of goods specified in this IFB.

**Taxes**

38. The City of St. Petersburg is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.

**Manufacturer's Certification**

39. The City reserves the right to request from bidders a separate manufacturer's certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or termination of the Contract, for which the bidder must bear full liability. These certificates shall be furnished at no cost to the City.

**Compliance with Order and Laws**

40. Bidders, contractors, and concessionaires shall comply with all, applicable laws including, but not limited to:
- a. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
  - b. Occupational, Safety and Health Act (OSHA).
  - c. The State of Florida Statutes Section 287.133(3)(A) on Public Entity

**Crimes**

41. Non-compliance with any laws may be considered grounds for termination of the Contract.

**Default of Contract**

42. In case of default by the bidder, the City may procure the items from other sources and hold the bidder responsible for any excess costs occasioned or incurred thereby.

**Modifications or Changes in the Contracts**

43. No agreement or understanding to modify the Contract shall be binding upon the City unless made in writing by the Director of Procurement & Supply Management or an authorized representative of the City of St. Petersburg.

**Order of Precedence**

44. In the event of an inconsistency between provisions of the Invitation For Bids ("IFB"), the inconsistency shall be resolved by giving precedence in the following order: (a) any Attachments / Appendices / Exhibits, whether incorporated by reference or otherwise, included in the IFB (b) the Specifications (c) the Special Provisions (d) the Bid Forms and (e) the Instructions to Bidders and General Conditions.

**Data Collection**

45. Pursuant to Florida Statute 119.071 Social Security Numbers collected from bidders are used for identification, verification and tax reporting purposes.

**Public Records Requirements and Trade Secret Exemption**

46. All bids submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. Statutory exemptions for "trade secrets" may be available.

47. If your bid contains information that constitutes a "trade secret," all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXEMPTION," with your firm's name and the bid number marked on the outside. The City will not accept bids when the entire bid is labeled as a trade secret or confidential.

48. All bids submitted to the City become public records subject to the requirements of Chapter 119, Florida Statutes, and may not be returned to the bidder.

49. "Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. "Trade secret" includes scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

- a. Secret;
- b. Of value;
- c. For use or in use by the business; and
- d. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner therefore takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

50. Be aware that the designation of an item as a trade secret by you may be challenged in court by any person or entity. By your designation of material in your bid as a "trade secret" you agree to defend the City of St. Petersburg (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to your designation of material as a "trade secret" and to hold harmless the City of St. Petersburg (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as a "trade secret."

### **Public Entity Crimes**

51. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **Vendor Registration**

52. Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations <http://sunbiz.org/> to do business in the state of Florida and as a vendor with the City of St. Petersburg. Bidder must register online with the City of St. Petersburg on the City's website at <http://www.stpete.org/purchase/index.asp>.

### **Disputes and Complaints**

53. All complaints or grievances should be first submitted orally or in writing to the Director of Procurement & Supply Management, who will take prompt remedial action. The Director of Procurement & Supply Management shall investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the Director of Procurement & Supply Management's remedies, he may then make an appeal to the Mayor.

### **Discrimination**

54. It is the policy of the City of St. Petersburg to provide workplaces free from discrimination, harassment and related inappropriate behavior. The City does not condone or tolerate any behavior that is discriminatory, harassing or otherwise inappropriate when such behavior is based on an individual's or group's race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, genetic information or other protected category. Gender includes but is not limited to sex, pregnancy, childbirth or medical conditions related to childbirth, and gender-related self-identity which can be shown by evidence such as medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held. Vendors and Contractors are encouraged to adopt such policies and provide workplaces free of discrimination in terms of conditions of employment, including benefits.

### **Prohibited Communication**

55. Bidder, thier agents and representatives are prohibited from lobbying City Council, the Mayor, elected officials and their staff, City departments, or City project consultants relative to this solicitation. Non-compliance with this provision will result in disqualification of Bidder from consideration.

## **PART B: BLANKET PURCHASE AGREEMENT**

### **Blanket Purchase Agreement - Supplies and Equipment**

#### **1. Intent**

The intent of this Blanket Purchase Agreement (?Agreement?) is to cover the purchase of services and supplies described herein.

#### **2. Agreement Period**

This Agreement will be effective from date of award through a period of 3 years from date of award.

#### **3. Extension of Agreement**

The City reserves the right to extend this Agreement under the same prices, terms, and conditions for 1 2 years period(s) from date of expiration provided such extension is mutually agreeable to both the City and Vendor.

#### **4. Agreement Components**

This Agreement consists of this document, its appendices and all attached documents made a part hereof by this reference.

#### **5. Orders and Invoices**

a. Orders will be placed against this Agreement via E-mail, FAX, telephone or oral communications.

b. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (1) Name of Vendor.
- (2) Blanket Purchase Agreement number.
- (3) Blanket Purchase Agreement release number.
- (4) A description of services furnished or supplies delivered, including model number, National Stock Number (NSN) and City's item number
- (5) Task/delivery order number.
- (6) Date of purchase.
- (7) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information)
- (8) Date of shipment.

c. The requirements of the invoice are as specified in the Agreement. Invoices must be submitted to the address specified within the task/delivery order transmission issued against this Agreement. The Vendor's invoice must include, at a minimum, the following:

- (1) Name of Vendor.
- (2) Date of preparation.

- (3) Vendor's invoice number.
- (4) Address to which payment should be mailed.
- (5) City's Blanket Purchase Agreement and release numbers.
- (6) A description of services furnished or supplies, including quantities, unit prices and extensions.
- (7) Discount payment terms.
- (8) Name of requesting department for whom the shipment was made
- (9) Ship-To Bill-To: For a listing of locations visit <http://www.stpete.org/purchase/citycontracts.htm>.

#### **6. Acceptance for the Purpose of Payment**

Delivery of supplies or services to the City does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after delivery and a thorough inspection indicates that the supply or service meets contract specifications and conditions. Should the delivered supply or service differ in any respect from the specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Procurement Department shall be notified of the deviation in writing within five days of delivery. If the proposed corrective action is not acceptable to the City, the Procurement Department may authorize the requesting department to refuse final acceptance, in which case the supply(s) shall remain the property of the supplier, and the City shall not be liable for payment for any portion thereof.

#### **7. Firm Prices**

Vendor agrees that terms and conditions are firm for the Agreement period as stated in the solicitation. Prices or billing amounts shall not exceed the prices stated in the Agreement without the prior written consent of the City. The prices stated include packing, crating, and transportation F.O.B. destination. Vendor agrees that any price reduction applicable to the ordered services or supplies subsequent to the order date but prior to delivery will be applicable to this Agreement. Vendor shall mail the invoice to the address specified within the Agreement release transmission.

#### **8. Escalation/De-escalation**

All prices will remain firm for the initial term of the Agreement. Any escalation in base prices thereafter will be made by mutual agreement between the City and the Vendor. Requests for price adjustments must be made in writing to the Procurement & Supply Management Director at least 30 days in advance. All adjustments shall be approved, in writing, by the City. Adjustments in prices shall not exceed U.S. Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) price index specified in herein. Approval of the price adjustment will establish a new base price, from which subsequent adjustments will be calculated.

#### **9. Replacement Parts**

During this Agreement, the City reserves the sole right to determine replacements for products that are discontinued, upgraded or modified in any manner. Additionally, the City may add items to or delete items from this Agreement when it is in the best interest of the City.

#### **10. Estimated Quantities**

The quantities indicated are estimated only and this Agreement shall be binding only for the actual quantities ordered during the agreement period.



#### **11. Samples**

The City may request samples at any time during the term of this Agreement. These samples will be due within ten days after notification. Each sample must be clearly identified with Vendor's name, address and, if applicable, manufacturer's name and model number.

Samples shall be submitted at no charge to the City. Any samples not destroyed during the evaluation process will be returned to Vendor at its expense. Samples will be ready for return upon notification by the Procurement Department. Any samples not removed 30 days after notification will become the property of the City. Failure to submit samples within ten days of notification may result in termination of this Agreement.

#### **12. Background Check**

The City of St. Petersburg requires background checks on all Vendor's employees, subcontractors and agents who perform services at all City facilities. Vendor shall provide the name, sex, race, date of birth, driver's license number and issuing state, and social security number for each individual who will perform services at City facilities. The City requires up to 14 days to process background checks. Persons with one or more of the following criteria will fail the City's background check and will not be allowed to access to City locations:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of a 1st or 2nd Degree Felonyd. Been convicted for drugs or lewd and lascivious behavior.

#### **13. Cash Discounts**

In the event the City is entitled to a cash discount for early payment of invoices, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment to payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of this Agreement, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

#### **14. Changes**

Vendor will accept no change to the specifications of this Agreement unless authorized in writing by the City's Procurement Department. At its discretion, the City may make changes to the specifications on any services or supplies at any time. If such changes result in delay or additional expense to Vendor, an equitable adjustment of price and delivery schedule will be made.

#### **15. Delivery**

For any exception to the delivery date as specified in this Agreement or subsequent release, Vendor shall give prior notification and obtain approval thereto from the City's Procurement Department. With respect to delivery under this Agreement, time is of the essence and the Blanket Purchase Agreement release is subject to termination for failure to deliver on time. The acceptance by the City of late performance with or without objection or reservation shall not waive the right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.

**16. Inspection**

All items are subject to inspection and approval by the City. Such inspection shall be made within a reasonable time after delivery or completion of services, irrespective of the date of payment. The City may return rejected items at Vendor's expense. Vendor shall not replace items returned unless so directed by the City in writing.

**17. Quality Standards**

Special brands, when named, are used to indicate the standard of quality, performance, or use desired. Delivery of Vendor's equal will be considered provided Vendor specifies brand and model, and furnishes the necessary descriptive literature. In the event the City elects to accept an alternate purported to be an equal by Vendor, the acceptance of the item will be conditioned on the City's inspection and testing after receipt. If in the sole judgment of the City the item is determined not to be equal, the material shall be returned at Vendor's expense and the release may be terminated.

**18. Title**

Title to material specified in this Agreement passes to the City on the date of delivery or on the date of acceptance of the order by the City, whichever is later.

**19. Warranty**

Vendor warrants items supplied under this Agreement conform to specifications herein, and are fit for the purpose for which such goods are ordinarily employed; except if stated in the provisions of this Agreement, the material must then fit that particular purpose. Vendor and the City agree that orders under this Agreement do not exclude, or in any way limit, other warranties, provided in this Agreement or by law.

**20. Quality Assurance**

Vendor warrants that the products delivered pursuant to this Agreement shall be of good materials and workmanship, free from defects, and shall conform to the specifications, or samples specified or furnished to the City. This warranty shall survive any inspection, delivery, acceptance, or payment by the City.

**21. Defective Products and Services**

If any of the services and supplies delivered fails to comply with any term of this Agreement, Vendor shall promptly correct such discrepancy or replace such products at Vendor's expense following notice of such discrepancy from the City. If Vendor fails to so act within five (5) days of such notice, the City may cancel this Agreement as to all such products and services by giving Vendor notice, and in addition to its rights and remedies hereunder and at law and equity, the City may purchase substitute services or supplies elsewhere and charge Vendor with any loss incurred.

Vendor warrants that all parts delivered under this Agreement to be free from defects in material and workmanship. Vendor's obligation is limited to furnishing, on an exchange basis, replacements for parts which have been promptly reported by the City as defective.

**22. Summary of Total Sales**

Vendor shall furnish the Procurement Department as requested, a detailed summary of sales. The sales summary

shall include an itemized description of services or supplies delivered and dollar amount of each. Failure to provide this information within 30 calendar days following the request may result in Vendor being found in default.

### **23. Materials Safety Data Sheet**

In compliance with Florida's Occupational Health and Safety Statue (Chapter 442), any commodity delivered or service provided under this Agreement that contain chemical compounds must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- a. The chemical and common name of the toxic substance;
- b. The hazards or risks in the use of the toxic substance;
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure/overexposure to the toxic substance;
- d. The emergency procedure for spills, fire, disposal, and first aid;
- e. A description (in lay terms) of the known specific potential health risks posed by the toxic substance;
- f. The year and month (if applicable) the MSDS information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

### **24. Acknowledgment**

Within 10 workdays of receipt of this Agreement, Vendor shall submit to the City the completed "Acknowledgment of Order" form.

### **25. Notices**

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:Louis Moore, CPPO  
City of St. Petersburg  
Procurement Department  
One 4th St. N, 5th Floor  
St. Petersburg, FL 33701

### **26. Severability**

Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

### **27. Due Authority**

Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly

organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

**28. Assignment**

Vendor shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.

**29. Termination**

a. This Agreement may be terminated at any time by the City for convenience, upon thirty (30) days written notice to Vendor.

b. The City may terminate this Agreement upon written notice to Vendor in the event Vendor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Vendor with notice of default or an opportunity to cure, if the City determines that Vendor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

**30. Governing Law and Venue**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Vendor consents to the personal jurisdiction of the aforementioned courts and irrevocably waives any objections to said jurisdiction.

**31. Public Records Law**

Vendor shall treat all documents concerning its contractual obligations under this Agreement as public records and abide by the Florida Laws governing public records.

**32. Amendment**

This Agreement may be amended only in writing executed by both the City and the Vendor.

**33. Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment and the furnishing of equal employment opportunity. Vendor shall also comply with City policies and procedures, including but not limited to policies and procedures related to security and internet access.

**34. Third Party Beneficiary**

No persons other than Vendor and the City and their successors and assigns shall have any rights whatsoever under this Agreement.

**35. No Liens**

Vendor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Vendor, or to anyone using City property through or under Vendor. Nothing contained in this Agreement shall be construed as consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.

**36. No Construction Against Preparer of Agreement**

This Agreement has been prepared by the City and reviewed by Vendor and its professional advisors. The City, Vendor and Vendor's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Vendor or against the City or Vendor merely because of their efforts in preparing it.

**37. Use of Name**

Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or City Council), without the written consent of the City.

**38. Non-appropriation**

The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

**39. Indemnification**

a. Vendor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed, including, but not limited to, costs, expenses and attorneys' and experts' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

(1) The performance of this Agreement (including any amendments thereto) by Vendor, its employees, agents, representatives or subcontractors; or

(2) The failure of Vendor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or

(3) Any negligent act or omission of Vendor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(4) Any reckless or intentional wrongful act or omission of Vendor, its employees, agents, representatives, or subcontractors.

b. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Vendor pursuant to this Agreement or otherwise obtained by Vendor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

#### **40. Force Majeure**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (?Permitted Delay?), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

#### **41. Entire Agreement**

This Agreement embodies the entire agreement between the City and Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by both parties. The complete Agreement shall include the entire contents of the solicitation, all addenda, all of Contractor's submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the Agreement.

#### **42. Non Exclusive Clause**

Award of this Agreement shall impose no obligation on the City to utilize Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

#### **43. Multiple Source Award**

A multiple source award may be issued when awarded to two (2) or more bidders for similar products are necessary for adequate delivery, service, or product compatibility. Multiple source awards shall not be made when a single award will meet the City's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of the offers. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.



## **PART C: SCOPE OF SERVICES**

### **Scope of Services, City of St. Petersburg**

#### **1. Intent**

This is a co-operative bid for the purpose of establishing an open-ended contract for the annual requirements of oils and lubricants, to be ordered on an as needed basis by, but not limited to, the following participants:

City of Clearwater

City of Dunedin

City of Pinellas Park

City of St. Petersburg

City of Tarpon Springs

Pinellas Suncoast Transit Authority (PSTA)

#### **2. Provision for Other Agencies**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal.

#### **3. Background**

The city requires a continuous supply of oil and lubricant products for its various fleet and machinery needs for a number of departments including Fleet Management, Golf Courses, Sanitation, Water Resources and COSME's Water Treatment Plant located in Odessa, FL.

The city is classified as a first responder for its fire and rescue vehicles, police vehicles, and sanitation vehicles for debris removal, health and safety purposes as well as generators for water treatment for potable water supply and reclamation facilities.

#### **4. Scope**

Vendor shall provide all labor, transportation equipment and delivery costs for the sale of oils and lubricants.

#### **5. Minimum Qualifications**

At a minimum, Vendor must meet the following qualifications:

- a. Be an authorized direct reseller of oils and lubricants covered in the Agreement.
- b. Been in business providing similar services and products for a minimum of one year.
- c. Have the facilities, capabilities, equipment and staff to support requirements for the term of the Agreement.
- d. Be in and maintain compliance with all applicable laws and regulations including those for transport vehicles and drivers.
- e. Have and maintain the minimum insurances as required by the city for the term of the Agreement.



f. Have and maintain all applicable licenses for the sale and transport of oils and lubricants to the city.

#### **6. Minimum Requirements**

At a minimum, Vendor shall be required to provide the following:

- a. Classify city's 'first responder' requirements as per any governmental preference, decree, directive or emergency law by local, county, state or Federal officials.
- b. Provide evening, weekend and holiday emergency delivery, as needed.
- c. Accept verbal orders from master blanket purchase agreement without written or electronic confirmation during emergencies.
- d. Provide manufacturer/brand on bid form for each item bid. Include technical product specifications and warranty sheets for each product bid with bid submittal package.
- e. Additional charges including but not limited to drum deposits or waste charges are not allowed.
- f. Provide material safety data sheets (MSDS) for each product as required by Occupational Safety Health Administration (OSHA) requirements, Environmental Protection Agency (EPA), federal, state or local law.
- g. Invoicing to individual departments with city-wide consolidated reporting capabilities.
- h. Resolution of discrepancies in invoicing within five days of notification.
- i. A dedicated account manager who is available during normal business hours to administer the agreement.
- j. Notify the city within five days of any changes in the account manager or servicing representative and provide updated contact information.
- k. On-going training, at least one time per year, to its service/delivery personnel related to oil and lubricant deliveries including, but not limited to OSHA requirements, EPA, Florida statutes, and standard industry work practices.

#### **7. Specifications**

- a. Oils and lubricants supplied shall meet the requirements, as applicable, per the specifications listed for each product, as amended, at time of delivery.
- b. All oil barrels and pails must possess an intact refinery seal, a valid production lot number and a legible label clearly indicating the type and weight of the oil.
- c. Refinery sealed means sealed at the refinery company's owned or operated blending plant and is not repackaged by another company or by the awarded vendor.
- d. Oils and lubricants must be new (virgin), not recycled, of premium quality and free from contaminants.
- e. National brands only, no house brands allowed.

#### **8. Vendor's Responsibilities**

- a. Vendor shall leave a metered delivery ticket at each delivery location listing the total amount of gallons pumped, type of fuel delivered, date and time of delivery and printed name and signature of city representative at delivery location.
- b. Vendor shall be responsible to remove and dispose of their empty drums at no charge to the city.
- c. Vendor shall be responsible for all direct costs associated with but not limited to product spills or delivery of incorrect product delivered.

**9. City's Responsibilities**

- a. Each facility shall establish one or two person(s) to be the authorized departmental representative and point of contact for Vendor's servicing representative.
- b. Provide access to the facility for deliveries.

**10. Emergency Services**

Vendor shall provide the city with evening, weekend, and holiday service, as necessary, to manage an emergency situation which threatens public health and safety, as determined by the city. Vendor shall provide first-priority services to the city in the event of a hurricane, flood, or other natural disaster.

Vendor shall deliver items required on an emergency basis, as determined by the city, within 24 hours of notification by the city. Vendor shall deliver items required on a critical emergency basis, as determined by the city, within two hours of notification. The city has the option to purchase from other sources if Vendor is unable to meet emergency delivery requirements.

Vendor shall accept verbal orders from master blanket purchase agreement without written or electronic confirmation during emergencies. Vendor and city shall each document in writing, ordering and receivable details to include Vendor name, Vendor sales representative name, date and time of order, blanket purchase order number, fuel type, quantity, delivery date and approximate delivery time, complete city delivery location, city purchase requestor name and phone number. Copies of written documentation shall be provided after normal conditions are resumed.

**11. Oils, Lubricants and Other Petroleum Products**

Vendor shall not dispose of any oils, lubricants and other petroleum products on city property, nor into drains, storm drains, sewer systems, or into refuse containers. Vendor shall be responsible for payment of any fees, fines, or penalties assessed against the city for its disposing of oils, lubricants and other petroleum products. Improper disposal of petroleum products may be grounds for termination of this Agreement.

**12. Quality**

All product delivered must meet or exceed the specifications and quality level specified. Any product rejected for deficient quality will be returned by the city and Vendor shall issue full credit within five business days

**13. Identification of Employees**

- a. Vendor shall furnish each employee with proper identification badges, displaying the employee's picture, name and Vendor name.
- b. Vendor shall make identification visible at all times.
- c. Vendor and its employees shall dress in a professional manner compliant with the city and OSHA safety standards.
- d. Vendor and its employees shall dress in manner representative of the Vendor's organization.
- e. Vendor's employees shall not dress in a manner representative of the city or department where work is being

performed.

f. Vendor service vehicles used on city premises shall be clearly identified with Vendor's name on exterior body.

#### **14. Add or Delete Locations**

The city may add or delete any product at any time during the Agreement. The addition of items will be based upon the lowest acceptable and responsible quote and will become a part of the Agreement and its terms and conditions. Pricing shall remain firm for the current Agreement period and be subject to the same price escalation/de-escalation provisions in the Agreement.

#### **15. Add or Delete Product**

The City may add or delete any product at any time during the Agreement. The addition of items will be based upon the lowest acceptable and responsible quote and will become a part of the Agreement and its terms and conditions. Pricing shall remain firm for the current Agreement period and be subject to the same price escalation/de-escalation provisions in the Agreement.

#### **16. Account Management**

Vendor shall provide a single point of contact, dedicated account manager, based within the company who will be readily available during normal business hours to administer the Agreement. Vendor is responsible for notifying the city with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting and issue resolution.

#### **17. Price Escalation/De-Escalation**

All prices ("base prices") shall remain firm for the first 12 months of the agreement term. After the first 12 months, adjustments in prices shall not exceed the U. S. Bureau of Labor Statistics Producer Price Index ("PPI") percent change for the most recent twelve month period (see <http://www.bls.gov/>, PPI, Create Customized Table multiple screens, Commodity Data, Not Seasonally Adjusted, Fuels and Related Products and Power, Lubricating and Similar Oils, Series ID WPU057604). Approval of the price adjustment will establish a new base price, from which subsequent adjustments will be calculated.

#### **18. Invoicing**

Vendor shall submit its invoices to the city on a monthly basis during the first week of the month for the previous month's services rendered. Vendor shall include a copy of the applicable work log with each invoice. The city's methods for payment of invoices are paper check sent via USMail, electronic transfer (ACH), or electronic payment via credit card payment.

#### **19. e-Payables**

The city's preferred method for invoice payment is electronic payment via credit card. Vendor is encouraged to adopt the city's electronic payment option, which is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the city's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers. Details on this option can be found at [www.stpete.org/purchasing/epayables](http://www.stpete.org/purchasing/epayables).

**20. Non-exclusive Contract**

Award of this contract shall impose no obligation on the City to utilize the vendor for all goods of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar items if it deems such action to be in the City's best interest.

**21. Laws, Adherence to all Local, State and Federal Laws and Requirements**

Vendor shall adhere to all applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by the Department of Labor, OSHA, EPA and the Florida State Department of Health Services.

**22. Insurance**

A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:

1) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.

2) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles. The automobile liability policy shall include the MCS 90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980.

3) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.

C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.

D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.

E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

**23. Performance Evaluation**

During this Agreement term, Contractor's performance will be evaluated on multiple criteria including service, quality, accessibility, responsiveness, documentation, skills, creativity and innovation, customer interfaces and flexibility. Non or substandard performance may be grounds for termination of this Agreement.

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